UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRANSCIENCE *et al* Plaintiffs -versus- BIG TIME TOYS, LLC Defendant	Index No.: 13-cv-6642 (ER) **Plaintiff's Responses to Defendant's Proposed *vor dire* Questions**
BIG TIME TOYS, LLC Plaintiffs -versus- TRANSCIENCE *et al* Defendant	

PLAINTIFF'S RESPONSES to DEFENDANT'S PROPOSED *vor dire* QUESTIONS

Plaintiff Yolanda von Braunhut hereby responds to Defendant BTT's proposed *vor dire* questions as follows:

1) Plaintiff objects to any inclusion or reference in the *vor dire* to white supremacy or to Harold von Braunhut allegedly being a white supremacist.

2) Plaintiff objects to Harold von Bruanhut being represented as the "alleged" inventor of the Sea-Monkeys® name brand. It is not believed that BTT disputes the fact that Harold von Braunhut is the inventor of the name brand.

3) Plaintiff objects to BTT's "Case Summary" as follows:

   a. The 3rd sentence should be changed to:

"The Sea-Monkeys® product is one part toy, one part novelty item, and one part science experiment. Sea-Monkeys® were invented by Harold von Braunhut in the early 1960's and have since become a product of high iconic and nostalgic value. Sea-Monkeys® are a hybrid brine shrimp known and sold in the United States and the world over under the name Sea-Monkeys®. The Sea-Monkeys® product is dependent upon the manufacture of trade secreted pouches that provide for and/or contain (among other things) water quality, dormant organisms, and continuing sustenance. Trade secrets relating to Plaintiffs' Sea-Monkeys® product were generated over many years of trial and error. The trade secrets, as provided for in the agreement between Yolanda von Bruanhut and BTT have been reduced to writing and are held in escrow under lock and key in a law office in New York City."

b. The 5th sentence beginning with "Under that agreement…" should end with "royalty payments over time" instead of "payments over time".

c. Plaintiff's trademark infringement claim should be noted before her claim for unjust enrichment.

d. Defendant's reference to any *force majeure* event for all the reasons discussed in other submittals to the Court should be removed.

e. Defendant's breach of contract claim item (ii) for all the reasons discussed in other submittals to the Court should be removed.

f. Defendant's breach of contract claim item (iv) should be removed because BTT never made such a demand. BTT's January 22nd 2013 only states that "this letter shall serve as BTT's Notice of Objection pursuant to Section 19c) of the Amendment". (**see Exhibit E of the 2nd Amended Complaint**) At no

point does BTT make a demand that Plaintiff turn over title it to her trademarks or the trade secrets.

Respectfully submitted by:

s/ William Timmons
William Timmons, Esq.
25 Candee Ave., Sayville, NY 11782
(631) 750-5980
Attorneys for Plaintiffs Transcience et al

Dated: April 17th 2017

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRANSCIENCE *et al* Plaintiffs	Index No.:	13-cv-6642 (ER)
-versus-		
BIG TIME TOYS, LLC Defendant	**Plaintiff's Responses to Defendant's Proposed *vor dire* Questions**	

BIG TIME TOYS, LLC Plaintiffs		
-versus-		
TRANSCIENCE *et al* Defendant		

CERTIFICATE OF SERVICE

I hereby certify that on or about April 17th 2017, I caused a true and correct copy of the foregoing **Plaintiff's Responses to Defendant's Proposed *vor dire* Questions** to be filed with the Clerk of the Court for Southern District of New York (**SDNY**) via the Electronic Case Filling (**ECF**) system of the **SDNY** thereby giving service of notice to:

Epstein Becker & Green, P.C.
ATTN: Sheila A. Woolson & Jeffrey G. Kramer (*pro hac vice*)
One Gateway Center, 13th Floor
Newark, NJ 07102
Tel: (973) 639-8268
swoolson@ebglaw.com
jkramer@ebglaw.com
Attorneys for Defendant BTT Big Time Toys, LLC

By: *s/ William Timmons*
William Timmons, Esq.
25 Candee Avenue
Sayville, New York 11782
(631) 750-5980
Attorneys for Plaintiffs Transcience et al

Dated: April 17th 2017